

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE CAROLYN D. WHITFIELD,	:	CHAPTER 13
	:	
Debtor	:	BR. NO. 16-10709-AMC
	:	
	:	

**PRAECIPE SUBMITTING THE JOINT  
STIPULATION REGARDING FEDERAL  
HOMEOWNERSHIP ASSISTANCE FUNDS**

The debtor in the above captioned case, Carolyn D. Whitfield, through her counsel, respectfully submits the attached Joint Stipulation Regarding Federal Homeownership Assistance Funds (HAF), and proposed Order, asking for approval of the Stipulation by the Court.

Respectfully submitted,

May 15, 2023

/s/ Montgomery L. Wilson  
MONTGOMERY L. WILSON, ESQ.  
Attorney for the Debtor  
COMMUNITY LEGAL SERVICES  
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Philadelphia, PA 19140  
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**JOINT STIPULATION REGARDING FEDERAL  
HOMEOWNERSHIP ASSISTANCE FUNDS**

WHEREAS, on February 2, 2016, Carolyn D. Whitfield a/k/a Carolyn P. Whitfield (the “Debtor”, “Whitfield”) filed a Petition under Chapter 13 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Pennsylvania; and

WHEREAS, on December 6, 2021, Wilmington Savings Fund Society (“WSFS”) filed a proof of claim (P.O.C. # 9-1) in the debtor’s case, secured by a mortgage lien on the debtor’s property at 1627 W. Nedro Avenue, Philadelphia, PA 19141 (the “Property”); and

WHEREAS, Proof of Claim # 9-1 asserted a total allowed secured claim of \$108,396.58 dollars and an allowed secured claim for arrears of \$29,972.28 dollars; and

WHEREAS, the claim filed by WSFS (P.O.C. # 9-1) was subsequently transferred U.S. Bank Trust National Association, as Trustee of LB-Igloo Series IV Trust, with SN Servicing Corporation acting as servicer for U.S. Bank Trust; and

WHEREAS, on May 11, 2017, by agreement of the parties, SN Servicing filed a second Proof of Claim for post-petition arrears in the amount of \$9,020.82 dollars (P.O.C. 15-1); and

WHEREAS, the claim filed by WSFS (P.O.C. # 15-1) was subsequently transferred U.S. Bank Trust National Association, as Trustee of LB-Igloo Series IV Trust, with SN Servicing Corporation acting as servicer for U.S. Bank Trust; and

WHEREAS, after litigation, by order of this court dated November 10, 2017, SN Servicing’s first claim for arrears (P.O.C. #9-1) was allowed as a secured claim for arrears of

\$21,846.15 dollars; and

WHEREAS, SN Servicing's second claim (P.O.C. #15-1) was allowed as a secured claim for post-petition arrears of \$9,020.82 dollars; and

WHEREAS, the debtor's bankruptcy plan (7<sup>th</sup> amended plan - dated January 26, 2018) proposing to pay SN Servicing's two arrears claims in full was confirmed by the Court on January 30, 2018; and

WHEREAS, the debtor's current confirmed plan (Supplemental 10th amended plan dated August 31, 2022) provides that, at near end of the life of the debtor's plan, Whitfield will apply for a grant from the Pennsylvania Housing Finance Agency (PHFA) seeking federal Homeownership Assistance Funds ("PAHAF grant") in order to pay off in full the balances due on both of SN Servicing's two secured claims for pre-petition arrears (P.O.C. # 9-1) (P.O.C. # 15-1); and

WHEREAS, in order to bring Whitfield's mortgage account current, the PAHAF grant will also pay off all post-petition amounts owed on Whitfield's mortgage serviced by SN Servicing; and

WHEREAS, in July of 2022, Whitfield applied for a PAHAF grant from PHFA; and

WHEREAS, on March 16, 2023, Whitfield's application was approved by PHFA; and

WHEREAS, PHFA has advised the debtor – thru her counsel – that PAHAF grant funds can only be disbursed directly to the mortgage holder or its servicing agents and that PHFA cannot disburse grant funds directly to the Chapter 13 Standing Trustee; and

WHEREAS, on March 29, 2023, PHFA contacted SN Servicing and requested that the Servicer verify the debt and provide PHFA with a debt verification amount stating the total amount required to pay in full: i) the balance due on the debtor's two arrears claims filed by SN Servicing (P.O.C. #9-1 & P.O.C. # 15-1) and ii) the balance due on any post-petition amounts

owed by the debtor to SN Servicing; and

WHEREAS, PHFA has advised the debtor – thru her counsel – that PAHAF grant funds can only be disbursed directly to the mortgage holder or its servicing agents and that PHFA cannot disburse grant funds directly to the Chapter 13 Standing Trustee; and

WHEREAS, SN Servicing has provided the requested debt verification amount to PHFA; and

WHEREAS, PHFA has disbursed the amount requested by SN Servicing on May 9, 2023;

THEREFORE, in light of the above facts, the Debtor, Carolyn Whitfield, and SN Servicing Corporation, by their respective undersigned attorneys, hereby stipulate as follows:

1. PHFA requested that SN Servicing verify the amounts owed by Whitfield and provide PHFA with a debt verification amount stating the total amount required to pay in full: i) the balance due on the debtor's two arrears claims filed by SN Servicing (P.O.C. #9-1 & P.O.C. # 15-1) and ii) the balance due on any post-petition amounts owed by the debtor to SN Servicing; and

2. SN Servicing provided PHFA with a statement of the total amount required to pay in full: i) the balance due on the debtor's two arrears claims filed by SN Servicing (P.O.C. #9-1 & P.O.C. # 15-1) and ii) the balance due on any post-petition amounts owed by the debtor to SN Servicing [hereafter the "total verification amount"]and

3. The total verification amount provided by SN Servicing to PHFA was **\$13,898.81**; and

4. On May 9, 2023, SN Servicing received **\$13,898.81** from PHFA as the total verification amount; and

5. SN Servicing has applied the **\$13,898.81** received from PHFA to Whitfield's

mortgage account;

6. In consideration for the payment received by PHFA, SN Servicing agrees that Whitfield's mortgage account is now current on all pre-petition and post-petition amounts owed, including any amounts owed or alleged as owed for principal, interest, escrow, taxes, insurance, late fees, attorneys' fees, costs or any and all other charges or amounts owed prior to June 1, 2023; and

7. In consideration for the payment received by PHFA, SN Servicing agrees that Whitfield's mortgage account is now current as of June 1, 2023 [the "Effective Date" of this Stipulation]; and

8. Within sixty (60) days after this Stipulation is approved by the Court, SN Servicing will update its account records to show that Whitfield's mortgage account is current as of June 1, 2023; and

9. Whitfield's next monthly mortgage payment of \$661.90 dollars is due on July 6, 2023; and

10. In consideration for the payment received by PHFA, SN Servicing agrees that Whitfield owed no further amounts on the two secured claims for arrears filed by SN Servicing (P.O.C. #9-1 and P.O.C. # 15-1); and

11. Within thirty (30) days after this Stipulation is approved by the Court, SN Servicing will amend its' proof of claim (P.O.C. # 9-1) to state that the allowed secured claim for pre-petition arrears owed by the debtor is zero (\$0.00) dollars; and

12. Within thirty (30) days after this Stipulation is approved by the Court, SN Servicing will amend its' proof of claim (P.O.C. # 15-1) to state that the total allowed secured claim for post-petition arrears owed by the debtor is zero (\$0.00) dollars; and

13. If the instant bankruptcy is dismissed or converted to Chapter 7, this Stipulation

shall remain in effect and shall be binding upon the parties; and

14. The provisions of this Stipulation do not constitute a waiver by SN Servicing of its right to seek payment or reimbursement of any amount(s) incurred after the effective date of this Stipulation, including fees and costs, due under the terms of the mortgage, note or applicable law.

15. By signing below, counsels for the Debtor and the Creditor certify that they have authority to settle this matter and execute this Stipulation on behalf of each of their clients.

Date: 5/15/2023

/s/Lauren M. Moyer

Lauren M. Moyer, Esquire  
Friedman Vartolo, LLP  
*Counsel for Creditor*

Date: 5/15/2023

/s/Montgomery L. Wilson

Montgomery L. Wilson, Esquire  
Community Legal Services, Inc.  
*Counsel for Debtor*

Date: 5/15/2023

/s/Jack K. Miller

Jack K. Miller, Esquire  
*Assistant Standing Chapter 13 Trustee*

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**ORDER APPROVING STIPULATION**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, it is hereby  
ORDERED and DECREED that the Joint Stipulation regarding federal Homeownership  
Assistance Funds filed by the Debtor Carolyn Whitfield and the Creditor, SN Servicing  
Corporation as servicer for U.S. Bank Trust National Association, as Trustee of LB-Igloo Series  
IV Trust's ("SN Servicing Corp.") is hereby APPROVED

BY THE COURT:

\_\_\_\_\_  
Hon. Ashely M. Chan, Bankruptcy Judge

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**ORDER APPROVING STIPULATION**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, it is hereby ORDERED and DECREED that the Joint Stipulation regarding federal Homeownership Assistance Funds filed by the Debtor Carolyn Whitfield and the Creditor, SN Servicing Corporation as servicer for U.S. Bank Trust National Association, as Trustee of LB-Igloo Series IV Trust's ("SN Servicing Corp.") is hereby APPROVED

BY THE COURT:

\_\_\_\_\_  
Hon. Ashely M. Chan, Bankruptcy Judge